SECURITY CLASSIFICATION OF THIS PAGE (When Data Entered)

REPORT DOCUMENTATION	READ INSTRUCTIONS BEFORE COMPLETING FORM	
1. REPORT NUMBER	2. GOVT ACCESSION NO.	
APRO 86-07		
4. TITLE (and Subtitle)		S. TYPE OF REPORT & PERIOD COVERED
Applicable Contract Types for GO	CO	Final
Ammunition Plant Production	CO	Jul 86 - Jan 87
Ammunition Plant Production		
		6. PERFORMING ORG. REPORT NUMBER APRO 84-03
7. AUTHOR(s)		8. CONTRACT OR GRANT NUMBER(s)
Arthur J. Mandler		
Captain Johnathan W. Painter		
9. PERFORMING ORGANIZATION NAME AND ADDRESS	S	10. PROGRAM ELEMENT, PROJECT, TASK AREA & WORK UNIT NUMBERS
Army Procurement Research Office		AREA & WORK UNIT NUMBERS
ATTN: DALO-PRO, Bldg. 12113		
Fort Lee, VA 23801-6045		
11. CONTROLLING OFFICE NAME AND ADDRESS		12. REPORT DATE
HQ, AMCCOM		
ATTN: AMSMC-PP (Dave Herrington	)	March 1987
Rock Island, IL 61299	,	59
14. MONITORING AGENCY NAME & ADDRESS(if different	at from Controlling Office)	15. SECURITY CLASS. (of thie report)
MONITORING AGENCY NAME & ADDRESS(II differe	an from Commoning Cines)	To Secont I Senso. (or mic report)
Same as above.		II1
		Unclassified
		15a. DECLASSIFICATION/DOWNGRADING SCHEDULE
16. DISTRIBUTION STATEMENT (of this Report)		
17. DISTRIBUTION STATEMENT (of the abetract entered	d in Block 20, if different fro	om Report)
18. SUPPLEMENTARY NOTES		
19. KEY WORDS (Continue on reverse side if necessary a	and identify by block number	)
Procurement Risks		
Contracts		
Ammunition Plants		
Fixed-Price		
GOCO		
20. ABSTRACT (Continue on reverse eids if necessary a	nd identify by block numbers	
This report examines the appropri for Army GOCO Ammunition Plant Pr stability of the ammunition produ reasonably permits the proper use	ateness of utilized oduction. The material requirement	zing Fixed-Price contracts ajor focus is on the relative and if that stability

# ADA 179 813



APRO 86-07 FINAL

LIBRARY
DEFENSE SYSTEMS MANAGEMENT COLLEGE
FT BELVOIR, VA 22060-5426

# APPLICABLE CONTRACT TYPES FOR GOCO AMMUNITION PLANT PRODUCTION

**MARCH 1987** 

ARMY PROCUREMENT RESEARCH OFFICE
OFFICE OF DEPUTY CHIEF OF STAFF FOR LOGISTICS
FORT LEE, VIRGINIA 23801-6045

# APPLICABLE CONTRACT TYPES FOR GOCO AMMUNITION PLANT PRODUCTION

by
Arthur J. Mandler
Captain Johnathan W. Painter

Information and data contained in this document are based on input available at time of preparation. This document represents the views of the author(s) and should not be construed to represent the official position of the United States Army.

The pronouns "he," "his," and "him," when used in this publication represent both the masculine and feminine genders unless otherwise specifically stated.

Approved for Public Release; Distribution Unlimited

OFFICE OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS Army Procurement Research Office Fort Lee, Virginia 23801-6045

02, 1359

#### **EXECUTIVE SUMMARY**

- A. <u>BACKGROUND</u>. Currently there is a controversy regarding the appropriateness of using fixed-price contracts at the Government-Owned Contractor-Operated (GOCO) Army Ammunition Plants (AAP). One school of thought believes the Government will derive benefit from transitioning the current cost-type contracts to fixed-price contracts. The other school of thought disagrees, primarily because the conditions necessary for the use of fixed-price contacts do not exist.
- B. <u>STUDY OBJECTIVE</u>. The objective of this study is to examine and analyze the GOCO contracting environment insofar as it relates to contract type and to comment upon the advisability of utilizing cost-type or fixed-price contracts.
- C. <u>STUDY APPROACH</u>. The study approach included examining how well GOCO ammunition production requirements meet the established criteria for use of fixed-price contracts. The firmness of the requirement and the likelihood and the magnitude of change (requirement instability) were of central importance. Additionally, a recent initiative to increase requirement stability was reviewed.
- D. <u>SUMMARY AND CONCLUSIONS</u>. The current GOCO AAP contracting environment has a high degree of instability and uncertainty. There are a number of factors that contribute to this including the ammunition requirements determination process itself, the use of a large amount of Government-Furnished Material (GFM) and the difficulty in planning for and defining the maintenance and special project tasks.
- E. <u>RECOMMENDATION</u>. At this time none of the AAPs with cost-type contracts should be transitioned to fixed-price contracts. Very limited future application of fixed-price contracts may be possible, but only in narrow circumstances and only when requirement stability is achievable.

## TABLE OF CONTENTS

			PAGE
EXEC	JTIVE	SUMMARY	ii
LIST	OF FI	GURES	٧
LIST	OF TA	BLES	νi
CHAP	ΓER		
Ι.	INTR	ODUCTION	1
	Α.	BACKGROUND/PROBLEM STATEMENT	1
	В.	SCOPE	1
	С.	OBJECTIVE	2
	D.	METHODOLOGY	2
	Ε.	ORGANIZATION	3
II.	THE	GOCO AAP SYSTEM	4
	Α.	OVERVIEW	4
	В.	PROCUREMENT PHASES	5
	С.	SUMMARY	7
III.	RECE	NT STUDIES AND MAJOR ISSUES	8
	Α.	INTRODUCTION	8
	В.	GAO STUDY	8
	C. /	AMC HQ EXAMINATION	10
	D. (	OTHER ISSUES	11
IV.	THE (	CONTRACT-TYPE DECISION	12
		INTRODUCTION	12
	В. (	CONTRACT RISK	13
	c. (	GUIDANCE - FIXED-PRICE CONTRACTS	16
	D. S	SUMMARY	17

## TABLE OF CONTENTS (Cont'd)

		PAGE
СНА	ER	
٧	ANALYSIS OF ISSUES	18
	A. INTRODUCTION	18
	B. RAAP AND LSAAP	18
	C. DATA FROM PREVIOUS STABILITY STUDY	32
	D. SIX-MONTH PRODUCTION SCHEDULE INITIATIVE	33
	E. INTERVIEW DATA REGARDING FIXED-PRICE CONTRACTING	36
	F. MAINTENANCE AND SPECIAL PROJECTS	37
	G. GAO AND HQ AMC EXAMINATIONS	39
	H. SUMMARY	39
VI	FINDINGS AND CONCLUSIONS	41
	A. INTRODUCTION	41
	B. CONCLUSIONS	41
	C. RECOMMENDATION	46
BIB	OGRAPHY	47
APPI	DICES:	
Α.	XTRACTS FROM HQ, AMC TRIP REPORTS FOR ACTIVE GOCO AAPS	49
В.	RELIMINARY FINDINGS FROM AAP INTERVIEWS	50

## LIST OF FIGURES

FIGU	<u>RE</u>	PAGE
1.	Risk Line	14

## LIST OF TABLES

TABL	<u>.E</u>	PAGE
1.	Radford Production Items (1985)	21
2.	Radford Production Items (1984)	22
3.	Radford Production Items (1983)	23
4.	Radford Production Items (1985) Added During Negotiations or Performance	24
5.	Radford Production Items (1984) Added During Negotiations or Performance	25
6.	Radford Production Items (1983) Added During Negotiations or Performance	25
7.	Lone Star Production Items (1985)	27
8.	Lone Star Production Items (1984)	28
9.	Lone Star Production Items (1983)	29
10.	Lone Star Production Items Added During Contract Performance	30
11.	Previous Stability Study Data	33
12.	Semi-Annual Schedule (Test)	35

# CHAPTER I INTRODUCTION

#### A. BACKGROUND/PROBLEM STATEMENT.

Currently there is a controversy regarding the appropriateness of utilizing fixed-price contracts at the Government-Owned Contractor-Operated (GOCO) Army Ammunition Plants (AAPs). One school of thought holds that fixed-price contracts are generally inappropriate for a number of reasons, the primary ones being uncertainty in fixing the scope of work (SOW) and changes to the production schedules. The opposing school of thought believes that the operating contractors at the GOCO AAPs are inefficient and switching to firm-fixed price (FFP) type contracts which should generate lower prices. Two recent studies have been done in this subject area, and the conclusions reached are in opposition to one another. The Army Procurement Research Office was tasked to examine and comment upon the question of appropriate contract type for the operation of GOCO AAPs.

#### B. SCOPE.

and maintenance (including special projects) of the government-owned facilities and the other is the actual production of ammunition and/or ammunition components. This study will place primary emphasis on the contract type appropriate for the production task. The operation and maintenance tasks will only be examined tangentially. Unless specifically stated otherwise, all commentary in this report on GOCO contract types will only refer to the production tasks. Mobilization was not a consideration.

While the ammunition requirements determination process has a massive influence on the contracting environment, this study focuses on the effects of that process rather than the process itself.

#### C. OBJECTIVE.

The objective of this project is to examine and analyze the GOCO contracting environment insofar as it relates to contract type and to comment upon the advisability of utilizing cost-type or fixed-price contracts.

#### D. METHODOLOGY.

The study approach was oriented toward determining how well the GOCO ammunition production requirements meet the established criteria for fixed-price contracts. The firmness of the requirement and the likelihood and magnitude of change (requirement instability) were of central importance. The information provided by recent studies was examined and analyzed.

During site visits to two GOCO AAPs, production stability data was collected and interviews were conducted with the Contracting Officer's Representative (COR) staff and corporate officials and working level representatives of the operating contractors. From the information obtained, preliminary findings were drawn. Those findings were then discussed with knowledgeable and responsible U.S. Army Armament, Munitions and Chemical Command (AMCCOM) personnel. This approach permitted the researchers to then generalize the findings, where appropriate.

This approach also addressed a new initiative that attempts to minimize the number of monthly changes to the GOCO AAP contracts. Although at present little data exists to evaluate since the implementation of this initiative is very recent, its probable impact on the contracting environment is discussed.

#### E. ORGANIZATION.

This report is divided into six chapters. Chapter I is the introduction and provides background information on the project tasking and the approach taken. Chapter II presents a brief overview of the GOCO AAP system. Chapter III provides synopses of two recent examinations of GOCO contracting practices performed by the General Accounting Office (GAO) and by Headquarters, Army Materiel Command (AMC). Also, Chapter III identifies the major issues surrounding the GOCO contract-type controversy.

Chapter IV examines the basis for the "contract-type" decision from both the theoretical and the regulatory guidance perspectives. Chapter V presents information on the requirements stability of the actual contracts. Included is historical quantitative data. Chapter V also comments on the new "sixmonth firm schedule" initiative currently being tested at AMCCOM. The conclusions and the study objectives are addressed in Chapter VI.

Because the audience for this report is made up of highly experienced acquisition professionals, it will be assumed that the reader has a working knowledge of contract types and is aware of the implications associated with the use of fixed-price or cost-type contracts.

# CHAPTER II THE GOCO AAP SYSTEM

#### A. <u>OVERVIEW</u>.

The GOCO AAPs are essentially government-owned manufacturing facilities that, under the management of a private contractor, produce various types of ammunition. Typically, the facilities at the active plants (there are inactive plants not currently producing ammunition) are specialized to the extent that specific plants have capabilities that allow them to perform only certain tasks related to ammunition production. There are "propellant" plants which have the mission and capability to produce a variety of explosives and propellants. There are "metal parts" plants which only have that mission and There are "load, assemble and pack" (LAP) plants that are capability. primarily responsible for assembling the final end item. Some LAP plants also have metal parts manufacturing capabilities. There are interrelationships and interdependencies between the plants since components or propellant produced at one plant must be shipped to LAP plants for integration into end items. Due to specialized capabilities and different steps in the manufacturing process, sometimes components must be shipped back and forth between the LAP plants. Any material produced at one GOCO (and accepted by the government) and shipped to another is considered to be government-furnished material (GFM) at the receiving plant. Also, the government contracts directly with many commercial firms (non-GOCOs) for component parts of ammunition rounds. these components are shipped to LAP plants, they become GFM. The implications of this GFM will be discussed later.

#### B. PROCUREMENT PHASES.

In order to achieve clarity in this discussion, it is helpful to think of the ammunition acquisition process as a three phase process. There is the requirements determination phase that is the responsibility of the customer (Army, Navy, etc.). That is followed by the acquisition, or contracting phase, which is the responsibility of AMCCOM. Finally, there is the actual production phase where a contractor assumes responsibility. Although the phases are performed in the sequence listed above, explanations of the phases, provided below, are given in a different order that aids in understanding the entire process.

#### 1. Acquisition Phase.

AMCCOM is responsible for managing the GOCO AAPs and for acquiring most conventional munitions used by the Army and common-use ammunition used by the other military services and foreign customers (under security assistance programs). Additionally, AMCCOM services other customers which include, but are not limited to, the Treasury Department, Department of the Interior and the Immigration Service Border Patrol.

DA Pamphlet 700-16, <u>The Army Ammunition Management System</u>, provides an excellent general overview of the ammunition procurement process. It states:

"Although ammunition requirements and budget programs are expressed as complete rounds, most items, except for small arms ammunition, are procured as components. The production organization breaks the rounds into procurable elements (typically, the projectile, fuse, cartridge case, propelling charge, explosive, primer). The procurement organization formulates contracts with government-owned contractor-operated (GOCO) plants and with private industry, while the production organization directs work at government-owned government-operated (GOGO) plants. In general, metal parts are procured from the private sector, and the production of propellants and explosives and load, assembly, and pack

(LAP) is accomplished at government facilities; however, propellant may be obtained from industry, or metal parts from GOCO plants. The selection, in cases where multiple sources (both within the government and in private industry) are available to produce an item, is based on plant workloading and scheduling considerations, maintenance of the mobilization base, and economic considerations. An economic analysis of the sources is conducted to determine the low cost-mix, and the economic solution is evaluated against non-economic factors, such as new item requirements, modernization, mobilization, skill retention, and personnel impact."[1]

The acquisition phase, while somewhat complex in practice, is still rather straightforward and easy to understand in comparison with the requirements determination phase, which is discussed below.

#### 2. Requirements Phase.

DA Pamphlet 700-16, <u>The Army Ammunition Management System</u>, goes into much detail concerning the Army's requirements determination process. Paragraph 3-4d(3)(a), "Changing Ammunition Requirements," addresses the crux of the matter, the stability of the requirements. That paragraph explains:

"Another part of the production base issue in peacetime is fluctuating requirements and the effect on requirements of revised/updated threat (size, sustainability, weapons/munitions, warning time and buildup rate), OSD guidance (duration of conflict, allies assumptions, production bases constraints) and Army plans (force structure, deployment sequence, POMCUS size, and weapons/munitions). This creates a continuously changing environment causing widely fluctuating requirements for ammunition production. Uncertainty as to availability of new developmental weapons and their relative lethality further complicates the requirements picture as well as the problem of balancing standard ammunition stocks and lead-time constrained base resources."[1]

The Department of the Army (DA) requirements determination process is a highly complex interactive process between a number of different elements in DA and the Office of the Secretary of Defense (OSD). The budgeting process and congressional authorizations and appropriations are an integral part of this process. Since the Army is responsible for the acquisition of selected conventional ammunition for the other services and certain other customers, it is cast in the role of a service organization and must remain responsive to the customers' needs, whether they remain stable or change.

#### 3. Production Phase.

This final phase of the ammunition procurement process is simply the production of the items AMCCOM contracted with the GOCO AAP operating contractors to produce. This phase should theoretically begin after the requirements are determined and a contract is awarded. In practice, however, this phase often appears to be done (to some extent) concurrently with the requirements determination phase.

#### C. <u>SUMMARY</u>.

The GOCO AAPs are one component in the overall Army Ammunition Management System. The degree of stability with which they operate is largely dependent upon the ammunition requirements determination process.

From a review of Army doctrine regarding the ammunition production requirements determination process, one can see that a degree of instability is inherent in the process. How much and to what degree that instability exists and its influence on the contract type are questions that Chapter IV and Chapter V of this research attempt to answer.

#### CHAPTER III

#### RECENT STUDIES AND MAJOR ISSUES

#### A. INTRODUCTION.

While for a long time there have been ongoing discussions as to the proper contract types AMCCOM should use for acquiring the services of a contractor to operate a GOCO AAP, this project focuses on current issues relating to contract type. These issues emerged from two recent examinations of the GOCO AAPs, one by the General Accounting Office (GAO) and the other by Headquarters, U.S. Army Materiel Command (AMC). On the surface these examinations took opposing views. GAO concluded that cost-type contracts are appropriate, while HQ, AMC, held that fixed-price contracts should be used. Currently, all of the active GOCO AAPs, except Scranton, operate under cost-type contracts. Scranton AAP has a fixed-price contract for production and a cost-type contract for plant operation and maintenance. The purpose of this chapter is to identify the main issues, to present the opposing views and to examine and comment upon the methodology that was employed to obtain the conclusions reached.

#### B. GAO STUDY.

The GAO study, completed in November 1984, was performed at the request of Senator Carl Levin, Ranking Minority Member of the Subcommittee on Preparedness, Committee on Armed Services. He requested a review of the types of contracts being used in the GOCO AAPs and the extent of competition for them. In addition, a comparison of the Army's contracting methods and the methods used at similar facilities for the other services was also requested. Only those portions of that report which are concerned with contract type will be addressed. The main objective of the contract type portion of the GAO

study was to assess the appropriateness of the types of contracts the Army uses to operate its GOCO AAPs.

The GAO concluded that the Army, in using a variety of cost-reimbursement contracts, is using the appropriate contract types. They stated:

"We believe the prevailing contracting environment under which the Army's GOCO plants operate lacks, in most cases, the conditions necessary for firm-fixed price contracting. The major impediment is the procurement activity's inability to determine a fixed scope of work. This appears to be attributed largely to uncontrollable factors. These factors include the volatility of product requirements, delays and reprogramming of funds, and problems with receipts and quality of government-furnished materials."[25]

GAO added that many of the uncertainties are beyond the control of AMCCOM and appear to be the product of many complex issues and systems impacting on determining procurement requirements. GAO did not analyze those issues stating they were beyond the scope of their project.

GAO's methodology included comparison of GOCO contracting practices as done by other services, review of contract files, negotiation records and production schedules, and interviews with AMCCOM and GOCO plant personnel. At the Iowa and Radford plants, GAO interviewed personnel and gathered data to determine the feasibility of fixed-price contracting.

GAO stated that the report was conducted in accordance with generally accepted auditing standards except for selected product cost data and information obtained on other service's GOCO contracts. That data was not verified by documentation.

#### C. AMC HQ EXAMINATION.

This examination, conducted primarily by the Pricing Branch of the Assistant Deputy Chief of Staff for Procurement and Policy and Analyses, Deputy Chief of Staff for Procurement, HQ AMC, did not result in a formal final report. It was more on the order of a compilation of a number of trip reports submitted by pricing personnel. These trip reports covered every active GOCO plant (and one inactive plant). The final product of this examination appeared to be a set of briefing charts and a number of issues which AMCCOM was asked to comment upon.[20]

The scope of this GOCO examination included a review of the accounting systems, the estimating systems, contractor management controls and government management controls. The primary emphasis was not placed upon contract-type. Extracts of all the contract-type related comments from the trip reports for the active GOCO AAPs are included in Appendix A.

In the briefing charts relating to contract type, the conclusions and recommendations of the AMC examination held that "Since all contractors are considered grossly inefficient, a switch to FFP should generate lower prices."

[26]

The AMC examination recognized the need to stabilize production schedules before the GOCO contracts could be transitioned to fixed-price. In this regard it was suggested that AMCCOM set a cut-off date for the receipt of requirements and funding.

Backup data provided the APRO by AMC pricing personnel and discussions with the principals of the AMC examination revealed that the conclusions reached, in regard to contract type, were not thoroughly supported by the data collected and did not recognize some existing realities. For example, the conclusions and recommendations assume, incorrectly, that AMCCOM has more

control over the requirements determination process than AMCCOM actually does. Furthermore, the AMC examination does not recognize that many of the other obstacles related to stabilizing production schedules are outside the direct control of AMCCOM.

#### D. OTHER ISSUES.

The primary issue relating to the appropriateness of using FFP contracts is the production stability factor. There are other secondary, yet important issues that must also be addressed. These issues are introduced below and are examined in the following chapters.

The final end items produced at the GOCO AAPs are often assembled from a number of component parts. Almost all of these parts are GFM. Late deliveries and/or defective GFM can and do impact the stability of production schedules.

All the active GOCO plant operators have two major tasks. There is the actual production task (manufacturing propellant, fabricating metal parts and/or loading projectiles) and there are operations and maintenance tasks related to caring for the actual physical facility and other government property. Related to the operations and maintenance tasks are the "special projects." An example may be a modernization effort undertaken to replace old production facilities. The scopes of work and the planning for the operations, maintenance and special projects will become a significant issue if contracts were transitioned to FFP.

#### CHAPTER IV

#### THE CONTRACT-TYPE DECISION

#### A. INTRODUCTION.

The contract-type decision is a rather simple decision in and of itself. Section 16 of the Federal Acquisition Regulation (FAR) provides fairly good guidelines for a contracting officer to use when making that decision. The difficulty in the contract-type decision lies not in the decision itself, but in clearly identifying various aspects of the technical and business environment that surround the subject acquisition. Those aspects are primarily uncertainty, risk (defined herein as the hazard or chance of loss), and contractor motivation. Once the level of uncertainty (and where possible, the actual uncertainties involved) and the resultant risk have ascertained, and the contractor's motivation in the instant acquisition evaluated, the general contract-type (cost-reimbursement or fixed-price) called for is usually evident.

An additional factor that enters into the specific contract-type decision is the contractor's preference. FAR recognizes this by stating that selection of contract type is generally a matter for negotiation. FAR 16.103 states:

"Negotiating the contract type and negotiating prices are closely related and should be considered together. The objective is to negotiate a contract type and price....that will result in reasonable contractor risk and provide the contractor with the greatest incentive for efficient and economical performance."[24]

This chapter will examine the guidance that establishes the criteria for the contract-type decision.

#### B. <u>CONTRACT RISK</u>.

#### 1. Types of Risk

The most important concept in contract-type selection is "Risk." The Army Logistics Management Center (ALMC) located at Fort Lee, Virginia teaches its students that the major risk factors to be considered in selecting the proper contract type are technical risk, production risk, and cost risk. For the purposes of this report the different risks are considered interdependent. The contract type will determine the proportion of these risks to be borne by the government and the proportion to be borne by the contractor.[3]

#### 2. Fixed Price Contract Risk

- a. At one extreme there is the FFP contract where the contractor bears 100% of the risk. This means that the contractor must deliver supplies and/or services (the design or performance specifications must have been reasonably definite) to the government at an agreed upon time for a specified firm price that was established at the inception of the contract.
- b. FAR 16.103(b) requires that an FFP contract be used when the risk involved is minimal or can be predicted with a reasonable degree of certainty. This paragraph goes on to state that when a reasonable basis for firm pricing does not exist, other types of contracts should be considered.

#### 3. Cost Reimbursible Contract Risk

a. Under a CPFF contract, as the other extreme, the government bears 100% of the risk. In this arrangement the contractor is reimbursed for the costs he incurs in attempting to meet the government's requirements. In addition to reimbursement, he also receives a fee agreed upon at the inception of the contract. Under a CPFF contract, the contractor may proceed with performance even though the scope of work is vague and the specifications are indefinite.

b. FAR 16.301-2 states that cost-reimbursement contracts are "suitable for use only when the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract."

#### 4. Risk Continuum

a. In between the two extremes of contract types discussed above, there is a variety of other types of contracts; however, they all fall within either the fixed-price family or the cost-type family. The criteria for a reasonably firm scope that applies to FFP contracts also applies to all contract types within the fixed-price family. When the criteria for a fixed-price contract are not met, a form of cost-type contract is the alternative. ALMC uses a risk line to depict the concept of risk and the appropriate contract type for the degree of risk involved.

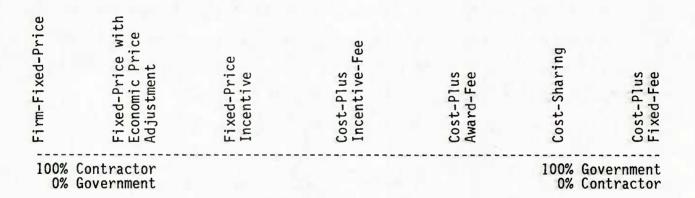


Figure 1. Risk Line

- b. On a theoretical basis, the contract price is more sensitive to contract risk than contract-type. As a concrete example of that concept, one might assume that a specific endeavor involves a high degree of risk. If that endeavor was contracted on an FFP basis, the risk would be borne by the contractor. However, the cost of that risk (cost of the uncertainties associated with contract performance) would have to be included in the total FFP contract price. This cost can be referred to as the risk premium. The lesser the uncertainty, the lesser the risk and therefore, the lesser the risk premium charged to the Government. Conversely, the greater the uncertainty, the greater the risk, the greater the risk premium. Under a FFP contract, a prudent contractor would include estimated costs to cover the potential uncertainties (risks) involved in contract performance. Therefore under a FFP contract, the Government may be paying the contractor for contingencies (uncertainties) that may or may not materialize. If the same endeavor were contracted for under a cost-reimbursible contract, a different pricing structure would be negotiated.
- c. Under a cost-reimbursible contract, the Government would only pay for the actual costs of the uncertainties that had materialized. It is because of this difference in pricing contingencies that the government may sometimes determine that a cost-type contract is likely to be less costly than a fixed-price contract when a great deal of uncertainty exists.

#### 5. Risk Theory

a. An important theoretical concept that appears to be widely misunderstood is that the party that has the greater degree of control over the risk and uncertainty is the party that should assume the greater contractual risk. If the risk in an endeavor lies mainly in the actual production of an item (assuming the existence of proved specifications), the

government should assume little or no risk since it does not have control over that risk area. The contractor has control over that risk, and therefore, he should assume the majority of risk in any resulting contract. In this example, the contractual risk is placed with the party that has the most control over the expected risk factors (production process).

b. On the other hand, when there is a great performance risk due to uncertainty of the government's requirements, the government should bear the higher (or total) proportion of risk. In sum, this risk-sharing concept simply states that the economic risks inherent in contract performance should be equitably proportioned between the contracting parties in relation to the degree of control the parties are capable of exercising over the risk. In the instant examples, the government does not control the production process of the contractor (contractor controls risk of performance) and the contractor does not control the degree of certainty in the government's requirements (government controls risk of performance).

#### C. <u>GUIDANCE - FIXED-PRICE CONTRACTS</u>.

When discussing the applicability of fixed-price contracts, FAR provides specific guidance. An FFP contract is appropriate when fair and reasonable prices can be established at the outset and performance uncertainties can be identified and reasonable estimates of their cost impact can be made. There are other contract types in the fixed-price family, but all require that the uncertainties involved in contract performance do not present an obstacle to making a reasonably accurate estimate of costs. If the uncertainties do not permit a reasonably accurate estimate, a cost-reimbursement contract is to be used.[24]

The Armed Services Pricing Manual (ASPM) provides some insight into what is considered an acceptable level of uncertainty for the use of fixed-price

contracts. ASPM states that while uncertainty should not rule out fixed-price contracts, their use necessitates an ability to identify the specific areas and degree of uncertainty. Also, the uncertainties must be relatively few in number.

#### D. SUMMARY.

The FAR (and other) guidance is reasonably clear insofar as it addresses the general type of contract to use in differing situations. Where the uncertainty (risk) is at least somewhat measurable and the risk of performance is properly placed upon the contractor, some form of a fixed-price contract should be appropriate. Where the uncertainty is not reasonably measurable and the risk associated with that uncertainty properly lies with the government, some form of a cost-type contract is appropriate.

#### CHAPTER V

#### ANALYSIS OF ISSUES

#### A. <u>INTRODUCTION</u>.

This chapter analyzes the issues relevant to the contract type decision. The central issue is the instability of requirements. ammunition requirements the instability inherent in the recognizes determination process. Government and contractor personnel interviewed at both RAAP and LSAAP view the instability first hand. The contracting personnel at AMCCOM attest to the instability seen from their perspective. Up to this point in the report, all commentary on the existing instability has been based primarily upon qualitative data. One purpose of this chapter is to present the quantitative findings of this research. Those findings consist of data from the contractual production schedules from RAAP and LSAAP for 1983, 1984 and 1985; data from initial tests of the "six-month firm schedules" for the period of April 1986 - September 1986 at Iowa AAP, Milan AAP and Holston AAP: and information from two recent stability studies performed by AMCCOM. Also, the results of extensive interviews with government and contractor personnel will be presented (see Appendix B).

#### B. RAAP AND LSAAP.

The data collected from both RAAP (Tables 1, 2, and 3) and LSAAP (Tables 7, 8, and 9) were obtained during site visits in September 1986. The data was extracted from reports for 1983, 1984 and 1985 that showed the quantities (either pounds or items) programmed for production at the beginning of the one-year contract periods (which coincide with the calendar year). Also extracted from the same reports were the quantities that were actually produced by the contractor at the conclusion of the contract period.

Additionally, selected items from the monthly AMSMC Form 501, Production/Acceptance Schedule, were tracked for a 12-month period to determine the actual number of changes that occurred during calendar year 1985 at both RAAP and LSAAP.

The reasons for the changes could not be determined from the data available to the researchers. It was the researchers' understanding that data which documents the specific reason for each and every change to the production schedule is not maintained. Many of the changes are made as the result of telephone conversations between AMCCOM, the COR staff, and GOCO AAP operating contractors. The only empirical data encountered that discusses the reasons for changes is a 1986 study that was limited to McAlester AAP. That study found that the major reasons for schedule changes (and the percentage with which those reasons accounted for changes) were:

Shortage of Raw Materials, Including GFM/GFE	(46.76%)
Manpower Balance (up or down)	(15.83%)
Other (funding, clerical error, etc.)	(15.83%)
Adjustments to a Realistic Production Rate	(14.39%)
Originated by Other Plants (excluding materials provided)	(7.19%)

Based upon the above figures, it can be seen that the major reason for changes to the production schedules (according to this study) were problems related to materials, and it is believed most of these changes stem from GFM/GFE. This theme was repeatedly heard from the contracting people at AMCCOM.

#### 1. RAAP

Tables 1, 2, and 3 show the items produced at RAAP during CY 1985, 1984 and 1983, respectively, that were required by the government at the time the contractor submitted a proposal and then subsequently produced by the

contractor. Requirements for those calendar years that were unknown at the time a proposal was submitted, yet later added, are shown in Tables 4, 5, and 6.

In Tables 1 through 3 the "Proposed Quantity" is the quantity (items or pounds) for which the GOCO operating contractor submitted a proposal. This required quantity was arrived at jointly between the actual customer (for example, Army, Marine Corps, etc.) and AMCCOM. The "Actual Quantity" is the total amount produced by the end of the contract period being examined. The next column, "Diff.", is the total difference (+ or -) between the proposed quantity and the actual quantity produced. While the reasons for these differences may vary (e.g., late GFM, change in funding, etc.), their effect is the same in terms of the instability they cause. The following column, "Percent Diff.", gives the absolute value of the percent difference between the proposed quantity and the actual quantity produced.

The column "No. of Changes", found only in the data for 1985 (Table 1), shows the total number of schedule changes that each of the surveyed items experienced during the 12-month production (contract) period. Due to time limitations while on-site, only a sample of the items were surveyed. These changes are extracted from the AMSMC Form 501 provided monthly to the contractor from AMCCOM.

Tables 4 through 6 show items produced at RAAP for calendar years 1985, 1984, and 1983, respectively, for which a requirement did not exist at the time the operating contractor submitted a proposal. The requirements for these items were added after the proposal was submitted, either during negotiations or during contract performance.

Table 1 RADFORD PRODUCTION ITEMS (1985)

ITEM	PROPOSED QUANTITY		DIFF.	PERCENT DIFF.	NO. OF CHANGES
TOW FLIGHT RAP AFT RAP FWD RAP 8 TOW IGN II TOW IGN I TOW LAUNCH - M.L.	12000 80000 80000 48000 33900 8364 26439	10632 84957 84558 28551 27461 7323 24622	-1368 4957 4558 -19449 -6439 -1041 -1817	11.4000 6.1962 5.6975 40.5187 18.9941 12.4461 6.8724	0 10
BENITE M6+2 F/76mm M9 FLAKE, F/4.2, M36A1 M30A1 SLOTTED STICK MK 90 GRAIN MFG M1 MP F/M4A2	127325 38000 6888 850000 15000 900000	118892 0 0 0 0 0	-1817 -8433 -38000 -6888 -850000 -15000 -900000	6.6232	12
M36A2 F/4.2	207000	192652	-14348	6.9314	11
M36A1 F/4.2	82000	190433	108433	132.2353	
M1, SBSP, 155mm, M3A1	2700000	3008580	308580	11.4288	6
BS-NACD F/S	900000	1703230	803230	89.2477	1
Ign. Pwd (CBI)	486000	358125	-127875	26.3117	5
M6 SBMP F/155mm, M119	27150000	22119615	-5030385	18.5281	10
M14 F/M490 M1 F/105mm, M724 M2, SP, 019, F/40mm	5400000 4050000 101000	4500970	-3773940 450970 543	69.8877 11.1350 0.5376	5 2
B31A1, F/8, M188E2 M30, F/105mm, XM833 M9 Flake, F/40mm, .003 M5 Flake, SPC. APPL.	9500000 1200000 3487 1703	8997740 607390 4912 2630	-502260 -592610 1425 927	5.2869 49.3841 40.8660 54.4333	9 5
M10 Flake, F/155mm/8	74000	174920	100920	136.3783	3
M10 Flake, F/81mm, .014	15000	40720	25720	171.4666	
M9 Flake, F/4.2, M36A2	1780	7347	5567	312.7528	
M10 Flake, F/60mm, M720	52800	140540	87740	166.1742	4
IMR 4895	45000	41030	-3970	8.8222	
IMR 5010	728000	437710	-290290	39.8750	12
NC F/NOS ALC. Wet	275000	203199	-71801	26.1094	
NC F/EFMC, Water wet	253000	339600	86600	34.2292	
			AVE % DIFF AVE N	56.1325 IO. CHANGES	6.33

Table 2 RADFORD PRODUCTION ITEMS (1984)

ITEM	PROPOSED QUANTITY	ACTUAL QUANTITY	DIFF.	PERCENT DIFF.
Tow Flight RAP AFT RAP FWD RAP 8 Tow IGN. II Tow IGN. I Tow Launch - M.L. Benite M180 N5 F/Navy NOSIH-AA-2 NOSIH-AA-6 NOSIH-AA-6 NOSIH-AM-2 C.R. HEN-12 C.R. NOSOL 318 C.R. M36A2 F/4.2mm M36A1 F/4.2 M1, SBSP, 155mm, M3A1 BS NACO F/5 Ign Pwd (CBI) M6+2 F/76mm M6 SBMP, F/155mm, M119 M1, F/105, M724 M2, SP, 019, F/40mm M30 F/105mm, M490 M31A1, F/8, M188E2 M30, F/105mm, XM833 M9 Flake, F/40mm, .003	QUANTITY  12000 99000 99000 48000 27000 8000 24000 120336 600 200000 570000 330000 34000 10000 24000 370000 48000 102000 296000 384000 16650000 1714000 21000 6500000 9900000 1442000 11000	QUANTITY  12009 97102 96774 46725 23184 7000 24057 120456 498 406022 695886 642653 31295 16322 11396 321378 60025 701975 1419410 495200 292730 25066290 2714470 46915 9063770 7635270 1451595 7295	9 -1898 -2226 -1275 -3816 -1000 57 120 -102 206022 125886 312653 -2705 632 -12604 -48622 12025 599975 -609590 199200 -91270 8416290 1000470 25915 2563770 -2264730 9595 -3705	DIFF.  0.0750 1.9171 2.2484 2.6562 14.1333 12.5000 0.2375 0.0997 17.0000 103.0110 22.0852 94.7433 7.9554 63.2200 52.5166 13.1410 25.0520 588.2107 30.0438 67.2972 23.7682 50.5482 58.3704 123.4047 39.4426 22.8760 0.6653 33.6818
M30, F/105mm, XM833 M9 Flake, F/40mm, .003 M5 Flake, SPC. APPL., .005 M10 Flake, F/155mm/8 M10 Flake, F/81mm, .014 M9 Flake, F/4.2, M36A2 .005 M10 Flake, F/60mm, M720, .008 M9 Flake, F/M185, .022 IMR 5010 NC F/NOS, Alc. Wet NC F/EFMC, Water wet N-12 C R M14 F/M490 NOSOL 318 FLAKE M30 F/105mm, M456A2 M9 FLAKE, F/4.2, M36A1 M9 FLAKE, F/81mm, M299	9900000 1442000 11000 2455 148000 150000 35000 107700 108000 1200000 264000 87000 10000 625000 12000 12000 12000	7635270 1451595 7295 3585 83910 225440 31911 130260 126230 884420 240750 191700 0 0 0 0	-2264730 9595 -3705 1130 -64090 75440 -3089 22560 18230 -315580 -23250 104700 -10000 -625000 -12000 -12000 -12000 -12000	22.8760 0.6653 33.6818 46.0285 43.3040 50.2933 8.8257 20.9470 16.8796 26.2983 8.8068 120.3448 100.0000 100.0000 100.0000 100.0000
M9 FLAKE, F/60mm, M720 M9 FLAKE, F/81mm, IMR 4895	3000 7000 38000	0 0 0 AVE %	-3000 -7000 -38000	100.0000 100.0000 100.0000 58.9702

Table 3
RADFORD PRODUCTION ITEMS (1983)

ITEM	PROPOSED QUANTITY	ACTUAL QUANTITY	DIFF.	PERCENT DIFF.
TOW FLIGHT RAP AFT RAP FWD RAP 8 Tow Launch - L.M. Benite MK43 NOSIH-AA-2 NOSIH-AA-6 NOSIH-AA-6 NOSIH-AA-2 C.R. M36A2 F/4.2mm M36A1F/4.2 BS NACO F/5 Ign Pwd (CBI) SB M6+2 M6, M119 M1, F/105, M724 M30 F/105mm, M490 M31A1, F/8, M188E2 M30, F/105, M774 M30, M833 M9 Flake M5 Flake M10 Flake M9, .006, F/36A2 IMR 4895 IMR 8097 F/7.62 NC to NOS NC F/EFMC Grade A NC Lint F/ARMTEC HEN-12 C R SBMP M1 M393A2 M416 M10, M374A213, M375A2 M10, 60mm, M720 M9, F/M299 IGN CART	12000 120000 120000 30000 24000 120000 153000 600000 238000 40000 1575000 350000 573000 12400000 1800000 19000 140000 12000 46000 23000 88000 216000 24000 5000 1800000 12000 12000	12003 89837 89837 89833 28734 24356 123124 239980 583957 274174 42762 275255 3211 885430 205492 364670 12834155 5332200 1517845 5759645 1991835 498438 3070 1905 124120 17488 71170 8290 230660 149700 5175 0 0	3 -30163 -30167 -1266 3124 86980 -16043 36174 2762 150655 -146789 -689570 -144508 -208330 434155 -2744800 -282155 -3440355 491835 98438 -15930 905 -15880 5488 25170 -14710 142660 -66300 -1800000 -1800000 -34000 -12000	0.0250 25.1358 25.1391 4.2200 1.4833 2.6033 56.8496 2.6738 15.1991 6.9050 120.9109 97.8593 43.7822 41.2880 36.3577 3.5012 33.9829 15.6752 37.3951 32.7890 24.6095 83.8421 90.5000 11.3428 45.7333 54.7173 63.9565 162.1136 30.6944 78.4375 100.0000 100.0000 100.0000 100.0000
		A*L /	וודע	73.3320

Table 4
RADFORD PRODUCTION ITEMS 1985
ADDED DURING NEGOTIATIONS OR PERFORMANCE

NO.	ITEM	QTY PRODUCED	WHEN ADDED
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	M180 N 5 F/Navy NOSIH AA-2 C.R. NOSIH AA-6 C.R. NOSIH AM-2 C.R. HEN-12 C.R. NOSOL 318 C.R. M2, SP, 019, F/40mm NOSOL 318 Flake M30, F/105mm, M490 M10 Flake, F/81mm, .014 M9 Flake, F/81mm, .012 M9 Flake, F/81mm, .012 M9 Flake, F/M185, .022 M30 Reblend and Repack EC Grain 686.5 F/NOS Subcal. Law M73 M30 F/105mm, M735 Remelt TNT Subcal. Law, M73 Rework M9 F/M90 Chg A Curing MK 43 Grains Pack Benite for Egypt NOSIH AA-2 C.R. Replacement	1631 0 386836 977668 12575 11195 23010 101543 6639 2494591 40720 10218 8715 1415 508849 42500 528434 151315 0 0 3500 24238 3220 143052	performance performance performance performance performance performance performance performance performance performance performance performance performance performance performance performance performance performance performance performance
25 26	IMR 4903 Reblend M30 F/M200	10390 17243	performance performance

Table 5
RADFORD PRODUCTION ITEMS 1984
ADDED DURING NEGOTIATIONS OR PERFORMANCE

NO.	ITEM	QTY PRODUCED	WHEN ADDED
1	M30 F/105mm, M774	219695	neg/perf performance performance performance performance performance
2	M30 Reblend and Repack	1134465	
3	EC Grain 686.5 F/NOS	15500	
4	M9 F/M90 Chg A	3500	
5	Prop SR 8074 F/7.62mm	1630	
6	M30, M456A2 Level A Pack	79350	

Table 6 RADFORD PRODUCTION ITEMS 1983 ADDED DURING NEGOTIATIONS OR PERFORMANCE

NO.	ITEM .	QTY PRODUCED	WHEN ADDED
NO.  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	TOW Ign Grain II TOW Ign Grain N-5 C.R. N-12 C. R. M34 Bar Embossed sheet 25mm Bushmaster M30Al, M203 M30, M735 M30, M456A2 M180 MISP f/155mm M3A1 IMR 5010 M30, M735 - Level A Pack M30, M490 N-5 Sheet Stock M69 Ign F/NASA EC Granules MK90 MK43 - Level A Pack M36 Rod Stock M6 M119 Reblend Bushmaster Reblend NOSOL 318	10195 11007 317172 14761 18429 197733 637470 299591 1664868 205 577150 337510 0 0 75 25400 170 40004 225 450315 47023 2695	neg/perf neg/perf negotiations neg/perf negotiations neg/perf neg/perf neg/perf neg/perf neg/perf performance
24 25	M9 F/81mm .022 IMR 7641	22965 47	performance performance

#### 2. LSAAP

Tables 7, 8, and 9 show the items produced at LSAAP during CY 1985, 1984, and 1983, respectively, that were planned for production and then subsequently produced by the contractor. At RAAP, items planned for production were shown at that point in time when the contractor submitted a proposal. At LSAAP, due to the nature of the existing data, the items planned for production are the production requirements at a point in time somewhere between the contractor's proposal submission and the beginning of production, normally a four-six month window. Using this time as the baseline is just as valid as the RAAP baseline point, since the purpose of these tables is to show the stability or instability encountered during production.

Tables 7, 8, and 9 are formatted identically to Tables 1, 2, and 3. To avoid unnecessary repetition, the reader should refer to the explanations of the formats and the data contained in section 1, RAAP.

Table 10 includes the LSAAP data for items that were added during performance of the contracts for CY 1985, 1984, and 1983. Unlike the similar RAAP data in Tables 4, 5, and 6 (that identifies whether items were added during performance or negotiations), the LSAAP data only lists items that were added during contract performance.

Table 7 LONE STAR PRODUCTION ITEMS (1985)

ITEMS	PROPOSED QUANTITY	ACTUAL QUANTITY	DIFF.	PERCENT DIFF.	NO. OF CHANGE
Detonator, Stab, M55 Spotting Charge F/483A1/M509 Projectile 8, HE,M509A1 Grenade, XM77 Delay Detonator F/M692/M731	65401400 47000000 201600 18255000 230000	61484582 65224 147473 19084050 704000	-3916818 -46934776 -54127 829050 474000	5.9888 99.8612 26.8487 4.5414 206.0869	20
Lead Cup AssyF/155mmM692/M731 Primer, Stab, PA505 Detonator, Stab, M59 Delay Assy F/8, M650	800000 400000 2611000 14575	1071200 761000 2798100 45940	271200 361000 187100 31365	33.9000 90.2500 7.1658 215.1972	17
Delay Assy F/155mm,M549 Booster Assembly, PA524 Booster Aux.PA500 F/8, M650 Primer, Elec, M83	10800 14645 48000 447000	4957 64142 25500 425895	-5843 49497 -22500 -21105	54.1018 337.9788 46.8750 4.7214	4
Tracer, Proj, M13 Assy Primer, Elec, M80A1 Primer, Elec, M120 Detonator, Stab, M94	1042500 442100 85856 1101000	1157300 539321 56232 1679447	114800 97221 -29624 578447	11.0119 21.9907 34.5042 52.5383	4 11 12
Lead Explosive PA510 Primer, Perc, M82 Primer, Perc, MK2A4 Fuze, M567 W/Boost F/Ctg,81mm	1251000 635000 300000 100000	1521000 1013765 305754 119895	270000 378765 5754 19895	21.5827 59.6480 1.9180 19.8950	16
Fuze, M935 W/Boost F/Ctg 60mm Detonator, Stab, M76 Delay Element M53 F/M567 Fuze Lead Assembly F/M567 Fuze	250000 400000 400000 400000	315427 845250 1083012 518311	65427 445250 683012 118311	26.1708 111.3125 170.7530 29.5777	14 17 23
Detonator, SQ, M98 Primer, Perc, M54 Primer, Stab, M26 Charge Burster F/2.75 Rocket	400000 400000 207000 13423	939403 2868821 221042 15523	539403 2468821 14042 2100	134.8507 617.2052 6.7835 15.6447	18 10
Primer, Perc., M1B1A2 F/105mm-Primer, Perc., M1B1A2 F/105mm Primer, Perc., M28B2 Primer, Perc., M61	109205 1000 306851 794354	100089 1000 71785 819165	-9116 0 -235066 24811	8.3476 0.0000 76.6059 3.1234	
Primer, Perc., M90 Fuze, PIBD, M509A2 Detonator, Stab, M99 Delay Element M2 .05 Sec Delay Grenade, Hand, Frag, M67	10000 70141 340000 465120 498398	10000 69800 723563 367120 447120	0 -341 383563 -98000 -51278	0.0000 0.4861 112.8126 21.0698 10.2885	
Relay, M7 M1 Activator, AT, Mine Driver, MK22 Igniter Assy F/Fuze M10A2	165610 16867 8983 300000	165610 16867 7638 0	0 0 -1345 -300000	0.0000 0.0000 14.9727 100.0000	
Cutter High Exp MK3 MOD 1 Primer Screw Assy, F/MK342 Fuze Delay Element M2 .025Ser Delay M3A1 Tracer	2668 9521 34000 440000	0 0 0	-2668 -9521 -34000 -440000	100.0000 100.0000 100.0000 100.0000	
LAP CHG Buster F/2.75 RKT Primer Elec M83 M490/M456A2 CTG 105 MM HE M1	15523 32404 356820	0 0 0	-15523 -32404 -356820	100.0000 100.0000 100.0000	

AVE % DIFF 71.7675 AVE NO. CHANGES PER ITEM 12.9230

Table 8 LONE STAR PRODUCTION ITEMS 1984

	PROPOSED QUANTITY	ACTUAL QUANTITY	DIFF.	PERCENT DIFF.
Projectile, 155mm, HE, M483A1 Projectile, 8, HE, M509A1 Primer, Elec, M80A1 F/Ctg 105mm Primer, Perc, M82 Primer, Elec, M83 M490/M456A2 Primer, Elec, M120, M774/M833 Primer, Perc, M181A2 F/105mm Primer, Perc, M54 F/M567 Primer, Stab, PA505 P/N9296892 Primer Stab M26 F/35mm RktPrac Fuze M567 W/Boost Level C Pack Fuze, Prox, M732 Fuze, PIBD, M509A2 Fuze M935 W/Booster F/Ctg 60mm Detonator Stab M76 F/M567/M935 Detonator, Stab, M94 Detonator, Stab, M99 Detonator, Stab, M99 Detonator, Stab, M59 Detonator, SQ M98 F/M567 Fuze Delay Element M2 .05 Sec Del Detonator F/Proj M692/M731 Del Element M53 F/M567 Level C Delay Assy F/Proj 8 M650 Delay Assy F/Proj 155mm, M549 Grenade Gen Purpose XM77 Lead Assy F/M567 Fuze Lead Cup Assy F/Proj M692/M731 Lead Explosive PA510 BoosterAux PA500 F/Proj 8 M650 Relay M7 Tracer Projectile, M13 Assy Spotting Charge M483A1/M509 M1 Activator, AT, Mine Cutter High Exp MK3 MOD 1 Driver Pwd Actuator MK22 MOD 0 Primer Screw Assy F/MK342 Fuze Primer Perc M61	29981 56137 939000 76043 246097	1538790 314520 809200 377550 98000 837000 256459 46257 94912 11265292 768200 676000 1532052 38680 253000 941200 21072 343260 0	1636 -119916 69255 97002 109460 108990 169668 316325 -33710 237263 68567 -655251 128607 35767 264600 -1730215 1300540 70189 159200 167550 -367200 127500 46459 -5610 -3088 -1034708 558200 76000 332052 -9320 -265610 254200 -10728 25980 -3668 -8953 -9521 -348936	12.4505 55.5166 23.0850 18.7959 33.3719 105.8155 236.7317 143.7840 5.9140 791.3778 122.1422 69.7817 169.1240 14.5337 126.0000 3.6060 545.8719 28.7270 24.4923 79.7857 78.9337 17.9704 22.1233 10.8161 3.1510 8.4122 265.8095 12.6666 27.6710 19.4166 51.2157 37.0014 33.7358 8.1883 100.0000 100.0000
		AVE	% DIFF	94.9479

Table 9 LONE STAR PRODUCTION ITEMS (1983)

ITEMS	PROPOSED QUANTITY	ACTUAL QUANTITY	DIFF.	PERCENT DIFF.
Projectile, 155mm, HE, M483A1 Projectile, 8, HE, M509A1 Grenade, General Purpose XM77 Primer, Elec, M80A1 F/Ctg 105mm Primer, Perc, M82 Primer, Elec, M83 M490/M456A2 Primer, Elec, M120, M774/M833 Fuze M567 W/Boost Level A Pack Fuze M567 W/Boost Level C Pack Fuze, Prox, M732 Detonator Stab M76 F/M564 Fuze Fuze, PIBD, M509A2 Detonator, Stab, M94 Detonator, Stab, M99 Lead Assembly F/M567 Fuze Supplementary Charge Delay Element M2 .05 Sec Delay Relay M7 Tracer Projectile, M13 Assy Spotting Charge M483A1/M509 M1 Activator, AT, Mine Lead Cup Assy F/Proj M692/M731 Delay Detonator M692/M731 Lead Explosive PA510 Delay Element M53 F/M567 Fuze Primer Stab PA 505 P/N 9296892 Delay Assy F/Proj 8 M650 Delay Assy F/Proj 155mm M549 Booster Aux PA500 F/Proj M650 Driver Powder Actuataor MK22 Grenade, Hand, Frag M67 Primer Stab M26 F/35mmRkt Prac		QUANTITY  103337 10 2589239 321086 1881374 554875 53366 155399 424721 861254 560323 53533	DIFF.  85598 -129990 321239 -38914 306374 -82525 -33134 -335928 -168493 96587 339260 -146467 -12474950 -253045 110003 172684 532730 -234120 -565610 164772 0 -359725 353162 47630 -157734 272979 -230037 -14140 56587 -10354 -5620 356005	
Cutter High Exp MK3 MOD1 Fuze XM935 F/60mm DelayElem M2 .025 Ser Delay	3600 190000 32375	0 0 0	-3600 -190000 -32375	100.0000 100.0000 100.0000

AVE % DIFF 74.4597

Table 10 LONE STAR PRODUCTION ITEMS ADDED DURING CONTRACT PERFORMANCE

# 1985

NO.	ITEM	QTY PRODUCED
1	Grenade, M42 (Mississippi)	1082649
	1984	
1 2 3	Primer Perc M28B2 F/Ctg 105mm Detonator Stab M59 Inert Booster Assembly, PA524	390057 5000 61118
	1983	
1 2 3 4 5 6 7 8	Primer Perc., M61 Fuze Base Detonating M578 Rework Detonator, Stab, M59 Detonator, Stab, M59 Inert Detonator SQ M98 F/M567 Fuze Primer Perc M54 F/M567 Fuze Delay Primer, MK22 MOD 2 (40mm) Booster Assembly PA524	25349 28330 700000 2000 396218 315464 24320 3040

## 3. Summary of RAAP and LSAAP Data

The data collected from these two plants shows a high degree of requirement instability during contract performance. Some of the more significant statistical data is noted below.

average percent difference in quantities produced versus quantities proposed (accounting for both increases and decreases) at RAAP during 1985, 1984 and 1983 were approximately 56%, 59%, and 50%, respectively. These figures exclude 26 items that were added during contract performance in 1985, six items that were added during contract performance in 1984, and 25 items that were added during contract performance in 1983. Each of these added items were produced in varying quantities as shown by Tables 4 through 6. The data for 1985 includes a random sample of several items that were tracked through the performance period of the contract to determine how often these changes occurred. These were changes in either quantity or schedule. Of the 15 items sampled, it was found that each item was changed an average of 6.33 times between the proposal submission and the completion of contract performance. Of the 60 different items either produced or planned for production during 1985 (items in Tables 1 and 4), only 34, or 56%, were identified at the time of proposal submission. For 1984 the corresponding figures were of 52 items produced or planned for production, 46 or 88%, of which were identified at the time of proposal submission. For 1983, 60 items were produced or planned, with 35, or 42%, identified at the time of proposal submission.

The average percent difference in quantities produced versus the quantities required (accounting for both increases and decreases) at the LSAAP baseline point during 1985, 1984, and 1983 were approximately 72%, 95%, and 74%, respectively. These figures exclude one item that was added during

contract performance in 1985, three items added during 1984, and eight items added during 1983. The data for 1985 includes a random sample of a number of items that were tracked through the performance period of the contract to determine how often these changes occurred. These were changes in either quantity or schedule. Of the 13 items sampled, it was found that each item was changed an average of 12.92 times during the performance period of the contract. The stability, in terms of the number of items added during performance, at LSAAP was much greater than at RAAP for the years for which data was collected. Out of 50 items planned in 1985, only one was added during performance, of 41 items in 1984, three were added during performance, and of 44 items for 1983, eight were added during performance.

# C. DATA FROM PREVIOUS STABILITY STUDY.

AMCCOM (AMSMC-SAS) performed a statistical analysis of production schedule data for the calendar year 1985 with sample data that represented five AAPs.[17] This study was an analysis that presented statistical inferences about stability. It did not provide qualitative findings and conclusions about the overall degree of stability, as the instant study must. APRO attempted to draw generalized conclusions from the data this AMCCOM study presented. The results of that effort follow.

The monthly AMSMC Form 501, used for production scheduling at the AAPs, is used in such a way that opportunity for changing the quantity and/or schedule of a single line item presents itself at 66 times during a one-year contract. The AMCCOM study selected line items at five AAPs and that provided data which showed the percentage of time changes were introduced into the production schedule in relation to the opportunities for change. For example, if out of the 66 opportunities for change a line item was changed on the average of 51.2 times (as was the case with the selected line items at Milan AAP), the

percentage of change is calculated at 77.6% (51.2 changes divided by 66 opportunities for change). The results of those computations are listed below for the plants that the AMCCOM study surveyed.

Table 11 PREVIOUS STABILITY STUDY DATA

AAP	PERCENT		
IOWA AAP INDIANA AAP LONE STAR AAP MILAN AAP RADFORD AAP	34.8% 37.9% 37.0% 77.6% 20.8%		

## D. <u>SIX-MONTH PRODUCTION SCHEDULE INITIATIVE</u>.

As an attempt to minimize schedule changes (the reader should note in paragraph C above the opportunity for up to 66 changes per line item during a one-year contract), AMCCOM has developed a semi-annual scheduling initiative. Essentially, this initiative divides the one-year contract into two six-month segments, insofar as scheduling requirements is concerned. The primary intention of the six-month schedules is to allow the contractor greater latitude in the internal scheduling of work and thereby increase plant efficiency. This, in turn, is expected to reduce costs.

At the outset, it was contemplated that this semi-annual scheduling concept would allow the plants to have a single quantity of a line item to produce during the production period rather than six quantities for each of the months within the semi-annual schedule period. Under this concept, the plant would be permitted to schedule work anytime during the production period, provided the end item would meet the customer-required delivery schedules.

Schedule changes within a current production period would be limited to certain criteria which include unprogrammed/unforeseen requirements and non-availability of GFM. If those criteria were not met, required changes would be included in the subsequent production period. In effect, this would mean that instead of monthly changes to current production schedules (those changes that did not meet the criteria for inclusion in the current production period), the changes would accumulate and there would be one relatively large change at the beginning of the subsequent six-month schedule.

This concept was never intended to be used as a way to convert the cost-type contracts into fixed-price contracts. However, on the surface it would appear that stable six-month schedules would remove the uncertainty that inhibits the use of fixed-price contracts. This is not true for a number of reasons that will be noted later. At this point, however, the recent experience of utilizing the six-month schedules will be examined.

As of September 1986, three AAPs involved in the initial "test" of the semi-annual scheduling concept had completed the first six-month segment of their one-year contract. Iowa, Milan, and Holston AAPs were the participants in this initial test. Data was collected for the test period from April 1986 through September 1986. The table below shows the number of items scheduled to be produced at the outset of the six-month production period, the number of changes to those items during the six-month firm schedule, and the percent of the items that were changed. The reasons for the changes are not documented; therefore, that data was not available to the researchers.

Table 12 SEMI-ANNUAL SCHEDULE (TEST)

	IAAP	MAAP	HAAP
Number of items on schedule	43	59	36
Number of changes during period	14	22	2
Percent of the items changed	33%	37%	6%

With the reader bearing in mind that this semi-annual schedule was not devised for the purpose of creating an environment in which fixed-price contracts could be used, it must be noted that even if the instability (due to changing requirements) during a six-month production period could be curtailed, three major impediments to fixed-price contracts would still exist.

The first is the GFM problem discussed earlier where it was shown that in a previous study problems with materials accounted for a large portion of the changes.

The second impediment relates to the point in time at which the first six-month schedule segment (of the one-year contract) becomes "firm." Because this schedule is undergoing refinement almost up until the point a contract is awarded (and according to the initial test data, changes continue to be made during performance), a firm production schedule is not available to the contractor until approximately two weeks before the beginning of the performance period. This does not provide the adequate time for the government to develop a solicitation, for the contractor to submit a proposal, and for evaluation and negotiation of the proposal prior to contract award. This would require a continuance of the current commonly used practice of a proposal being based upon one set of requirements, the negotiations being based upon a changed set of requirements, and the contract award being for a

different set of requirements. This practice is not consistent with the use of fixed-price contracts.

The third impediment is associated with the fact that the GOCO AAP contracts are one-year contracts with only one six-month schedule. A second six-month schedule that will become firm two weeks prior to the contractor starting his mid-year performance does not allow a fixed-price to be determined at the outset of the contract.

It is assumed that many other impediments would still exist; however, the initial test of the semi-annual schedule has not introduced enough stability into the contracting environment to utilize fixed-price contracts.

# E. <u>INTERVIEW DATA REGARDING FIXED-PRICE CONTRACTING</u>.

In addition to quantitative findings discussed above, interviews with government contracting personnel at AMCCOM, RAAP, and LSAAP and contractor representatives at RAAP and LSAAP revealed the following picture of stability. The specifics of the interviews that led to this picture are documented in Appendix B. This picture is fairly typical, yet generalized. Some details may differ for the various plants.

Respondents indicated that the contracting environment is highly unstable and remains so from the time a proposal is issued until a contract is actually completed. Changes in items, schedules, and quantities continue throughout the life of a contract, sometimes occurring as often as monthly. They said this continuing instability requires that a contractor's proposal be based upon a set of requirements at a fixed point in time. For the purposes of negotiations, the changing requirements are frozen to establish a baseline. By the time of the actual contract award, the requirements have again changed.

The interviewees believed that if the contracts were changed to fixed-price contracts, most of the COR staffs would not be able to do an

adequate job (at the outset) unless they received additional training. Also, the mix of personnel must undergo a reevaluation in light of the changed administrative needs of a fixed-price environment vis-a-vis a cost-type environment. Fixed-price contracts will serve to double or triple the percentage of fee (profit) the contractor would receive, without a guarantee that the contractor would be able to reduce costs to the government. Simply converting to a fixed-price contract within the current environment does not address the central problems of instability. Moreover, operation and maintenance tasks would suffer since cutting corners to save costs (thereby increasing contractor profit) would, in the long run, increase total plant operation and maintenance tasks.

All interviewees (including the principals of the AMC HQ examination) agreed that a prerequisite for fixed-price contracts is that the quantities, schedules, and items remain reasonably firm for the entire contract period, beginning with the submission of the proposal. However, since this prerequisite does not exist in the current contracting environment, a "what if" fixed-price analysis is premature.

# F. MAINTENANCE AND SPECIAL PROJECTS.

Since the scope of this project was focused upon the advisability of using fixed-price contracts for the production tasks at the GOCO AAPs, a comprehensive analysis of the maintenance and special project tasks was not performed. However, during the course of this study it became obvious that the maintenance of facilities and special projects do not, in a great many cases, lend themselves to fixed-pricing.

While grounds maintenance is relatively predictable, major maintenance efforts, including repair and replacement of equipment and facilities, are not. Needs for unplanned maintenance or special projects are not always

capable of being identified far enough in advance for the funding to be obtained in a manner timely enough to be included in the contract before performance must begin. Due to the very nature of the product produced in ammunition plants, the risk of unexpected problems is very high. In addition to the possibility of unforeseen damage, polluted waste water from manufacturing processes must be kept under control. Also, safety and security requirements in the AAP environment must often be dealt with as soon as possible after they are identified. The delay attendant to placing these types of needs on a fixed-price basis (if even possible) is usually unacceptable.

Additionally, a fixed-price contract must have a reasonably firm scope and the nature of many of these efforts does not allow them to be defined in adequate enough detail. At best, these work requirements would be more on the order of time and material efforts if cost-type contracts were not available for use.

Finally, a contractor would be tempted to "cut corners" on fixed-price maintenance efforts since a lower cost would normally result in a higher profit for the contractor. An example given by one of the contractors interviewed concerned roof maintenance. If a fixed sum of money was allocated for maintaining a roof, it would be tempting to use a band-aid fix to minimize the contractor's cost outlay (thereby increasing his profit) when more extensive repairs would be the prudent thing to do. In the long run, the band-aid approach would likely be more costly to the government.

Currently, there is only one fixed-price production contract in the active GOCO AAPs. However, the maintenance and special project tasks the contractor is required to perform are done on a cost-type contract.

## G. GAO AND HO AMC EXAMINATIONS.

GAO concluded that AMCCOM's use of cost-type contracts were appropriate under the existing circumstances. There was a clear link between their findings and conclusions.

AMC recommended to transition GOCO contracts to FFP by FY89. The APRO research team did not find trackability from AMC's data which supported the FFP recommendation. It was the researchers' perception that the AMC personnel involved in compiling the results of their examination believed that many of the pricing, estimating and management control problems (they perceived) would cease to exist under an FFP contract. However, it was not clear that the AMC personnel gave full consideration to all the conditions necessary to effectively utilize FFP contracts.

Nonetheless, the GAO report and the AMC examination, while disagreeing on the advisability of using FFP contracts in GOCOs, did agree that a prerequisite for the use of FFP contracts is a stabilized production schedule. H. SUMMARY.

According to the data collected, the current contracting environment is unstable. According to some of the data, one might surmise that there may be varying degrees of instability at the different plants. Those differences might be explained by the differing missions of the plants; however, the data collected cannot provide those answers. It can only attest to the instability that is shown to exist.

Data from the other studies reviewed were consistent with that data collected by APRO. It all attests to the existence of instability. The semi-annual schedule initiative, introduced as an attempt to decrease the

instability the contractor experiences during production, may be successful for its intended purpose. It does not, however, overcome many of the obstacles to fixed-price contracting that currently exist.

#### CHAPTER VI

#### FINDINGS AND CONCLUSIONS

## A. INTRODUCTION.

The objective of this project was to comment upon the advisability of using cost-type or fixed-price contracts for ammunition production at the GOCO AAPs. The path to this objective began with an examination of the GOCO contracting environment. The examination centered on the degree of the stability (and certainty) experienced by the ammunition requirements in the GOCO AAP contracting environment. A relatively high degree of stability and certainty would, according to both the regulatory requirements (see chapter IV) and published guidance, provide an environment that would demand the use of a fixed-price contract. Conversely, use of a fixed-price contract in an environment with a high degree of instability and uncertainty would fail to be appropriate.

#### B. CONCLUSIONS.

#### 1. General

Many advantages can accrue with the use of FFP contracts if they are properly employed. It is tempting to try to capture the benefits FFP contracts offer. They are the easiest and least costly type of contract to administer, they encourage contractor efficiency and economy with the maximum risk for profit or loss being borne by the contractor, and they allow the accurate obligation of funds at the outset.[3] However, the inappropriate use of FFP contracts can result in a number of problems, most of which relate to higher costs, delayed deliveries, and inferior products.

One of the major criteria for the proper use of FFP contracts is that of requirement stability. Currently, the GOCO production contracts do not

meet that criterion. The instability factor and the other major obstacles and complications attendant to the improper use of fixed-price contracts in GOCO AAP plants are discussed below.

# 2. Obstacles to Fixed-Price Contracting

## a. Instability

There are many obstacles that lie in the path of the effective utilization of fixed-price contracts for GOCO AAPs. First and foremost is the relatively high degree of instability and uncertainty associated with the production of ammunition. Every source of information substantiated the existence of this instability. That information, in and of itself, presents a great impediment to the use of fixed-price contracts since the FAR guidance for their use requires that fair and reasonable prices be established at the outset. Without having relatively fixed requirements for items, quantities and schedules, no basis exists upon which to determine fair and reasonable prices.

#### b. GFM

While a firm-fixed-price contract is believed to best utilize the basic profit motive of a business enterprise, they should only be used when the degree of risk is minimal or can be predicted with a reasonable degree of accuracy. Based upon the interviews conducted and the data collected, the risk of requirement instability during the course of a GOCO AAP contract is currently neither minimal nor predictable with a reasonable degree of accuracy. This is due not only to the inherent instability of the requirements determination process, but also to the uncertainty associated with the large amount of GFM shipped into the plants. The study (see previous chapter) that examined reasons for schedule instability at McAlester AAP, while only a single data point, found that more than 46% of the schedule

changes were due to shortages of raw materials, including GFM and GFE. Accurate records that document the reasons for every schedule change are not available. However, the results of the McAlester study combined with the perceptions of the AMCCOM GOCO Contract Specialists, Contracting Officers and Division Chief, lead to a conclusion that late and defective GFM may significantly contribute to the production instability experienced by the GOCO AAPs.

## c. Maintenance and Special Projects

Not only are some of the maintenance and special projects unpredictable, but the nature of many of them do not lend themselves to fixed price contracts since a scope of work that is firm enough for the use of such a contract cannot be developed at the outset.

# 3. Complications With Fixed-Price Contracts

The apparent benefits to be derived from fixed-price contracts will be lost if the contract-type is inappropriately used. Moreover, inappropriate use of fixed-price contracts in the GOCO AAPs can lead to a number of problems, some of which are identified below.

If, for the moment, the regulatory guidance were to be ignored, and the use of a fixed-price contract were assumed in the current environment, it would be reasonable to expect the following scenario to be true. While the scenario is not indicative of a specific plant, it is thought to be an accurate composite assembled from the data collected during the course of this study.

The contractor would receive a higher fee (profit) than he currently receives since fixed-price contracts tend to carry higher rates of fee (profit) than cost contracts because, theoretically, a greater risk to the contractor is involved. It is unlikely (at least during the first few years

of a fixed-price contract) that the overall cost would be less since the contractor could not immediately change the way it is doing business. Some transition time would be involved in order for the government to reap the benefits of a fixed-price contract, if there are to be any.

Since it would be expected that the operation and maintenance portion of the GOCO AAP operating contractor's responsibility would remain reimbursable on a cost-type basis, concern about costs migrating from the fixed-price production contract to the cost contract would be valid. attention would have to be paid to those areas, particularly the maintenance-related ones, where the same personnel may be charged to either production or non-production maintenance tasks. While the opportunity for cost migration always exists where different types of contracts are used in the same facility, adequate government surveillance could minimize any impact.

The COR staffs would have an extensive problem adjusting to fixed-price contracts. Personnel would have to receive additional training and experienced, outside help, from perhaps AMCCOM, would be required temporarily. Evaluations and negotiations of fixed-price contracts are much more critical, in terms of details taking on a greater importance, than are the cost-type contracts. The mix of personnel (auditors, pricing, technical, contract administration) and the number of personnel would have to be adjusted to effectively deal with fixed-price contracts.

The instability that presently exists in the ammunition requirements determination process would have to end. Otherwise, all but the most minor changes would require extensive administrative effort. Added work, whether in quantity or items, would require a formal solicitation, proposal, evaluation, negotiation and award procedure. Canceled work, again whether in items or quantities, would require formal termination procedures. All this would be

happening against a background where the production lead times average four nine months; therefore, it would be more the rule than the exception for
added work to be at least partially complete (perhaps even totally complete)
prior to an agreement on prices.

One can see from the complications that can arise, that shifting to fixed-price contracts without a thorough analysis, proper prior planning, and well-thought out coordinated action is doomed to failure. However, the above complications will not materialize if regulatory guidance and good business judgement are followed.

## 4. Applicability of Fixed-Price Contracts

Based upon the results of this study it is concluded that fixed-price contracts are not appropriate for use in the current GOCO contracting environment. Should the environment change, their applicability would have to be re-examined. Perhaps there are ways to change the contracting environment so it would be more favorable to fixed-price contracts, but such an analysis would prove to be a major multi-disciplinary (multi-functional) undertaking with no guarantee of success.

Under the current conditions surrounding the ammunition requirements determination process, the small degree of control that AMCCOM can exercise is insufficient to see that the requirements are structured in a manner that can meet the criteria for the use of fixed-price contracts.

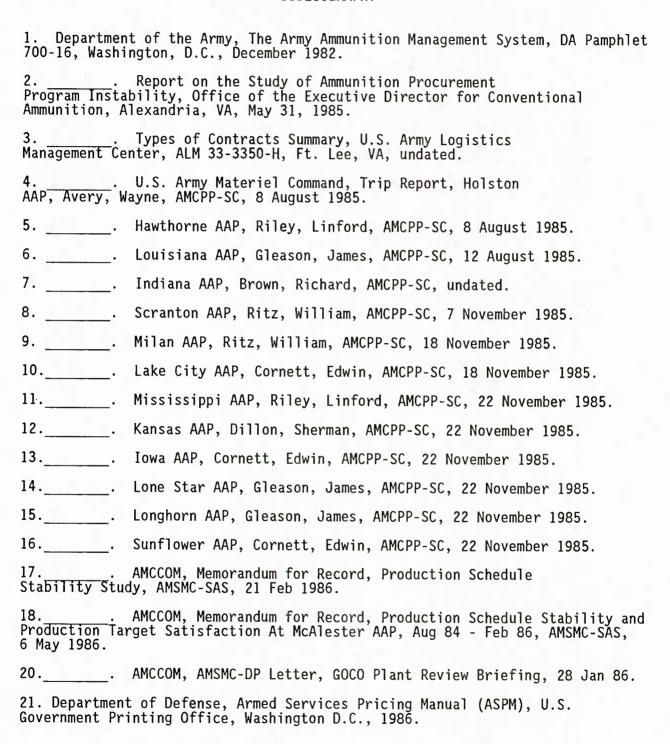
As mentioned earlier in the report, one of the AAPs is currently using a fixed-price contract for production. While this research did not focus on that specific contract (at Scranton AAP), if the contracting environment at Scranton AAP is similar to the general environment this research found to exist, the government is not deriving the benefits that such a contract-type should be providing. However, since a detailed examination of

Scranton AAP was not included in the scope of this effort, this study can only raise the above concern as an issue to be examined rather than a finding to be acted upon. It is recommended that future contracts at Scranton AAP undergo a thorough evaluation to assure that continuing to use an FFP contract for production is in the best interest of the government. The trip report done as a part of the HQ, AMC examination voiced similar concerns suggesting that a possible way to obtain fairer prices was to move away from fixed-price contracts.[8]

#### C. RECOMMENDATION.

At this time it does not appear that any of the AAPs with cost-type contracts should be considered for immediate transition to fixed-price contracts. It is the recommendation of this report to retain cost-type contracts at AAPs. Without a radical change in the process for determining requirements, the only AAPs that could be considered for fixed-price contracts in the future would be those plants with single or very limited product lines, since the likelihood of introducing stability into those plants is much greater than it would be in the plants that produce many different products. However, even if greater production stability could be introduced into a plant, proper utilization of a fixed-price contract would demand relatively firm requirements for at least an 18-month period, not just for six months. This would allow stability from the time of the government's solicitation through proposal submission, evaluation, negotiation, contract award and performance. But prior to the use of any fixed-price contract, a great deal of planning and coordination would be necessary or the results would likely be detrimental to the government, either in economic cost, the cost of readiness, or both.

#### BIBLIOGRAPHY



- 22. Federal Acquisition Regulation Supplement, U.S. Government Printing Office, Washington D.C., April 1984.
- 23. Ennis, Harry F., Peacetime Industrial Preparedness for Wartime Ammunition Production, National Defense University Research Directorate, Washington, D.C., September 1980.
- 24. Federal Acquisition Regulation, Title 48, Chapter 1, C.F.R., April 1984.
- 25. General Accounting Office, Army Contracting Practices for Conventional Ammunition at its Government-Owned, Contractor Operated Plants, GAO/NSIAD-85-8, Washington, D.C., November 28, 1984.
- 26. GOCO Plant Review Briefing Charts, undated, furnished to APRO research team by E. Cornett, AMC.
- 27. Schumacher, William J., The Army's Ammunition GOCO Base--Its Challenges for the Eighties, U.S. Army War College, Carlisle Barracks, PA, March 1984.

#### APPÉNDIX A

## EXTRACTS FROM HQ, AMC TRIP REPORTS FOR ACTIVE GOCO AAP's

- A. SUNFLOWER AAP "A FFP contract is recommended when production is more stable."
- B. HOLSTON AAP "CPIF inappropriate CPFF preferred."
- C. SCRANTON AAP "Continuous use of firm fixed-price contracts in light of valid DCAA audit objections, sole source procurements, unknown and fluctuating workload requirements and workload requirement which do not utilize production capabilities is not in the best interest of the Army."

"Possible ways to obtain fairer prices are: ...move away from fixed price contracts..."

- D. INDIANA AAP "Consideration should be given to transition to firm-fixed price contracting as there is nothing inherent in bag manufacturing and load, assembly and pack operations that precludes FFP contracts provided that requirements are timely identified and funded."
- E. MILAN AAP "The CPIF type contract provides very little incentive for cost reduction, but the use of a firm fixed price contract in my opinion would not be any improvement at Milan." This conclusion is based upon the following:
- 1. Some of the items are under development, a firm fixed price cannot be established.
- 2. Many of the items produced at Milan contain Government furnished parts which are many times late.
- 3. In the GOCO environment the changes and uncertainties involved in contract performance would only benefit the contractor.
- 4. It is very questionable that a firm fixed price contract would motivate the contractor to take risk and reduce cost.
- F. LOUISIANA AAP "CPIF contracts are inappropriate. We recommend a CPAF arrangement. The COR staff prefers a CPFF."

"To date [since 1982], the use of CPIF has been counter-productive."

 ${\sf G.}$  No recommendations as to contract type were made in the trip reports for the following  ${\sf GOCO}$  AAPs:

LONGHORN AAP LONE STAR AAP HAWTHORNE AAP IOWA AAP KANSAS AAP LAKE CITY AAP MISSISSIPPI AAP

#### APPENDIX B

## PRELIMINARY FINDINGS FROM AAP INTERVIEWS

- A. Based upon interviews and data collection at Lone Star AAP and Radford AAP during September 1986, a set of preliminary findings were developed. The interviews were conducted with the government COR staff and contractor management and staff personnel to achieve a more balanced perspective.
- B. Then, during October 1986 the findings were communicated to the primary contract specialists responsible for the contract(s) with each of the 13 active GOCO AAPs. Through this method, the researchers attempted to determine the applicability and validity of these findings at each of the active plants. Not every finding was applicable to every plant, therefore, the contract specialists could not respond to all findings. Additionally, these findings were discussed with the GOCO Division Chief in AMCCOM's Procurement Directorate. He expressed general overall agreement with the findings.
  - 1. All persons agreed with the following finding:

The operation, maintenance and special project tasks performed by the contractor would present problems if fixed-price. Unless the scopes could be totally comprehensive, deferring maintenance or cutting corners on projects would increase contractor profits. Both government and contractor personnel indicated this would be a risk.

2. With the exception of the contract specialist for Mississippi AAP and Scranton AAP (the Iowa AAP contract specialist deemed this finding not applicable), all respondents agreed with the following finding:

The ammunition requirements furnished to AMCCOM for acquisition are unstable up until the time a contract is actually awarded and they continue to be so during the contract period.

3. With the exception of the contract specialist for Mississippi AAP (the Iowa AAP contract specialist deemed this finding not applicable), all respondents agreed with the following finding:

Because of the instability, the contractor's proposal is based upon one set of requirements, the actual negotiation is based upon a changed set of requirements, and the "final" requirements at the time of contract award are different yet. Additionally, the "final" requirements continue to change.

4. With the exception of the contract specialist for Mississippi AAP (the Iowa AAP contract specialist deemed this finding not applicable), and with minor reservation from two AAPs, all respondents agreed with the following finding:

According to recent historical data, the changes in quantities, schedules and items continue through the life of the contract, sometimes happening as often as monthly.

5. With the exception of the contract specialists for Hawthorne AAP and Scranton AAP (which is currently fixed-price), with some minor qualifications, all respondents (the Iowa AAP contract specialist deemed this not applicable) agreed to the following finding:

Currently, the COR staffs at the AAPs do not have the necessary expertise and/or proper mix of personnel to effectively handle fixed-price contracts.

6. Of the 12 contractors with cost-type contracts, eight had discussed contract type with the contract specialists. Of those eight, five expressed a willingness to enter into fixed price contracts while three were not interested. Because of this, the following preliminary finding cannot be said to be either true or false:

According to contractor personnel, there is general agreement to enter into fixed-price contracts provided the quantities, schedules and items can remain reasonably firm for the contract period.

7. While 6 of the 13 contract specialists found the following finding to be inapplicable for one reason or another, the seven respondents all agreed with the finding that:

Due to the time involved from contractor proposal preparation until the finalization of negotiations, if GOCO AAP contracts were fixed-price and changes were required, the negotiated changes may often be finalized using a high percentage of "actual" costs versus estimated costs.

8. All persons agreed with the following finding:

A firm-fixed price contract will serve to double or triple the percentage (in relation to estimated contract costs) the contractor receives in the negotiated profit rate.

9. All persons agreed with the following finding:

The pricing method of a contract should theoretically represent and allocate among the parties the risks inherent in performance. Simply converting to a fixed-price contract within the current environment would not lower the total cost associated with the risk of changes.

#### STUDY TEAM COMPOSITION

Arthur J. Mandler has been a Procurement Analyst with the Army Procurement Research Office since 1983. Prior to his current assignment he was a Contract Negotiator and Contract Specialist with a number of AMC MSCs and the Navy. He is a 1972 graduate of Temple University, Philadelphia, PA and is currently completing a Master's of Business Administration degree. He is a 1986 graduate of the Logistics Executive Development Course (86-1) and a participant in the DA LOGAMP program.

Captain Johnathan W. Painter has been an Operations Research Analyst with the Army Procurement Research Office since 1985. Prior to his current assignment he held various logistics positions with the Berlin Brigade and the 82nd Airborne Division. He is a 1974 graduate of North Carolina State University and is currently pursuing a Master's Degree in Logistics Management. He is a 1985 graduate of the Operations Research Systems Analyst Military Applications Course.

